

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Daniel J. Edelman, Inc. 200 E Randolph Drive, 63rd Floor Chicago, IL 60601	2. Registration No. 3634
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3. Name of Foreign Principal Government of Japan	4. Principal Address of Foreign Principal 2-3-1, Nagata-cho, Chiyoda-ku, Tokyo 100-8968, Japan
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5. Indicate whether your foreign principal is one of the following:

- ☒ Government of a foreign country¹
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Prime Minister's Office of Japan

b) Name and title of official with whom registrant deals

Mr. Kenko Sone, Director for Minister's Secretariat

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority, whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
April 28, 2015	Randall Corley, Global Compliance Officer	/s/ Randall Corley eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Daniel J. Edelman, Inc.
200 E Randolph Drive, 63rd Floor
Chicago, IL 60601

2. Registration No.
3634

3. Name of Foreign Principal

Government of Japan

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant has the subcontracting agreement with NTT Advertising, Inc., which has the agreement with the foreign principal. Registrant will assist with monitoring, reporting and digital distribution of information.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

To provide monitoring, reporting and digital distribution of information on economic, trade, gender equality and other related initiatives for the Japanese Government in the U.S. This remit does not include consultation or advisory on policy or the content of any policy statements made by the Japanese Government.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

To provide monitoring, reporting and digital distribution of information on economic, trade, gender equality and other related initiatives for the Japanese Government in the U.S. This remit does not include consultation or advisory on policy or the content of any policy statements made by the Japanese Government.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
April 28, 2015	Randall Corley, Global Compliance Officer	/s/ Randall Corley eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



April 23, 2015

Mr. Yoshihiro Kanesaka
Executive Director
Account Management
Global Business
NTT Advertising, Inc.
4F JR Tokyu Meguro Building, 3-1-1
Kamiosaki, Shinagawa-ku
Tokyo 141-8661, Japan

Public Relations Service Agreement

Dear Mr. Kanesaka:

1.0 Appointment

This letter, when signed by you, will constitute the Agreement for Edelman Japan KK ("the Consultant"), to serve as a public relations agency for NTT Advertising, Inc. ("Client") from April 24, 2015 through May 2, 2015.

2.0 Scope of Service

The Consultant agrees to provide the Client with the following professional public relations services:

- Map and identify stakeholders who have interest in economic, trade, gender equality and other related initiatives of the Japanese Government.
- Monitoring and reporting of news and digital conversations on above issues.
- Digital distribution of news and information on such initiatives.

The Consultant's services specifically exclude consultation or advisory on policy or the content of any policy statements of the Japanese Government.

3.0 Professional Fees

- 3.1 In return, as compensation for our professional services, the Client agrees to pay the Consultant a monthly fee amounting to JPY 4,133,475 amount plus 8% Japanese consumption taxes.
- 3.2 If the Client requests work by the Consultant that causes us to spend time on your account additional to the hours funded by the fee identified in 3.1, Client agrees to pay Consultant additional fees at the Consultant's standard hourly rates as identified in Appendix B. For any crisis work outside reasonable

business hours (including weekends), these rates shall be charged at the crisis rate of 150% their normal value.

- 3.3 Invoices are due upon presentation and payment should be effected to Edelman Japan K.K. within 30 days of receipt. An interest charge of 1.5% will be added monthly to accounts beyond 60 days. Delay of payment beyond 60 days may require stopping services until payment is effected.
- 3.4 If the Consultant is required to undertake the management of special events or projects or public relations work outside the specified scope of work in 2.0, a separate project fee will be applicable. This fee will depend on the additional amount of consultancy person hours per Appendix B. Prior to implementation of such events/projects, a cost estimate on the applicable project fee and third-party costs will be presented to the Client for an approval which will be required in writing prior to the commencement of such additional activity.

4.0 Expenses

- 4.1 The Client shall reimburse the Consultant for all tracked out-of-pocket external vendor expenses incurred by the Consultant or its employees in performing the services outlined in 2.0, including long-distance telephone, courier, colour printing, media hospitality, subscriptions, translation, transportation, and media monitoring.
- 4.2 Unless expenses are pre-paid or paid directly to vendors by the Client, the Client shall pay a ten percent (10%) handling charge on all out-of-pocket, external vendor expenses.
- 4.3 In lieu of detailed billing for internal administrative expenses such as in-house photocopying, database administration, local telephone/facsimile use, postage (other than mass mailings), e-mail, Internet services and other Client-related licensing that the Consultant incurs on the Client's behalf, the Client shall pay the Consultant a charge equal to six percent (6%) of the professional fees as reimbursement for such expenses.
- 4.4 The Client, recognizing that the Consultant is obligated to pay out-of-pocket, third-party vendor expenses and other costs in full in the local currency in which they were incurred, shall reimburse the Consultant if any shortfall occurs as a result of fluctuating currency exchange rates. In such instances, the Consultant will include an adjustment in the next monthly invoice or render a separate invoice.
- 4.5 Third-party costs for outsourced expenses requiring supervision/extensive involvement by the Consultant on the Client's behalf (e.g. large volume printing, design and creative services, ad placement, etc.), if paid by the Consultant on the Client's behalf, are subject to an agency commission of 17.65%. For third-party costs exceeding JPY 100,000, a 50% deposit payable to the Consultant must be made prior to the commencement of work. To avoid such commissions and

deposits, the Consultant recommends direct billing of third-party costs to the Client by third-party vendors whenever possible.

5.0 Confidentiality

- 5.1 Each party will use reasonable efforts to keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement.
- 5.2 Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) enter the public domain through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by written authorization of the disclosing party.
- 5.3 The obligations under this section shall survive expiration or termination of this Agreement for a period of one year.

6.0 Intellectual Property

- 6.1 Unless provided for in the budget and paid for by the Client, the Consultant does not perform any searches, including trademark or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third-party, and such searches and determinations are the responsibility of the Client.
- 6.2 Nothing in this Agreement shall prohibit or prevent the Consultant from using materials that are obtained from third-parties pursuant to limited licenses.

7.0 Indemnification

- 7.1 The Client shall be responsible for the accuracy and completeness of information, statements and materials concerning its organization, products or services. The Client represents and warrants that it is the owner of all intellectual property rights sufficient to enable the Consultant to edit, reproduce and otherwise use, publish and distribute such materials in performing services for the Client.
- 7.2 The Client shall defend, indemnify and hold the Consultant harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, that arise out of or relate to: (i) any act or failure to act by the Client in connection with this Agreement, including breach of any provision of this Agreement; (ii) information, statements or materials (including any claims relating to intellectual property

rights therein), prepared or provided by the Client or that the Client directed the Consultant to use, including, without limitation, any claims of infringement or misappropriation of copyright, trademark, patent, trade secret or other intellectual property or proprietary right, infringement of the rights of privacy or publicity, or defamation or libel; (iii) information, statements and materials (including any claims relating to intellectual property rights therein) prepared for the Client that the Client- approved; (iv) product liability or death, personal injury or property damage arising out of, or relating to, the Client's products or services; or (v) the Client's negligence or willful misconduct.

- 7.3 The Consultant shall defend, indemnify and hold the Client harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs that arise out of, or relate to, the Consultant's gross negligence or willful misconduct in performing the services under this Agreement.

8.0 Recruitment

- 8.1 During the period of this agreement and for one (1) year after its termination, neither the Client nor the Consultant will, without the consent of the other, engage as an employee (either directly or indirectly) any person who is employed or has been employed within the last six months by the other. In the event Client does so solicit and employ or engage any person so employed by Edelman, Client shall pay Edelman a fee equal to the total amount of such employee's annual cash and non-cash compensation as a reimbursement to Edelman of its recruitment and training costs. This Section shall survive termination or expiration of this Agreement.

9.0 Termination

- 9.1 Under normal circumstances either party may terminate this Agreement by giving not less than thirty (30) days prior written notice of termination.

Please sign this letter, signifying your acceptance of the terms of the Agreement, retaining the original for your files and returning a copy to us.

Yours sincerely,
EDELMAN JAPAN KK



Ross Rowbury
President and Representative Director

AGREED TO AND ACCEPTED BY:
NTT Advertising, Inc.:



Yoshihiro Kanesaka

23 / 4 / 2015
Date

Appendix B: Consultant's standard hourly rates

Position	JPY
President	54,000
Managing Director	48,000
Deputy Managing Director / Regional Director	45,000
Senior Director	39,000
Director	36,000
Senior Account Manager / Senior Consultant	33,000
Account Manager / Head of Consumer/Head of Digital	30,000
Senior Account Supervisor	24,000
Account Supervisor	21,600
SAE	19,200
AE	16,800
AAE	15,000
Intern	9,600